



6106 Eastwood Ct. · Bellaire, MI 49615 · (231) 660-1050 · FAX (231) 695-5905 · www.simplex-solutions.net

Consignment Agreement

Date: ___/___/___ Seller # _____

(This is where the check will be sent unless a hold for pickup is requested)

Sellers Name: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Cell: _____
 Email: _____

Commission rate per lot sold at Sale Price:

\$0 - \$1,000 25%
 \$1,001 - \$3,000 15%
 \$3,001 - \$8,000 12%
 \$8,001 & up 8%
 No Sale 20% of last live bid up to MAX \$50
Listing Fee: \$5.00 per lot

All items for consignment must be scheduled for pickup or dropped off to auction site, at least one week prior to the auction date.

Reserves can only be set on items over \$500 in value. If a minimum is set, and not met on the auction day please refer to the No Sale fee above for the buyback fee unless otherwise stated in the special notes section of the consignment agreement

Sellers Initials

	INV#	TITLE	DESCRIPTION	QTY.	RESERVE \$
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Special Notes:

1. This consignment agreement between you (“Seller” of “Consignor”) and Simplex Solutions LLC a Michigan LLC in which you authorize and agree to have Simplex Solutions LLC act as your agent in the sale of items by public online auction or other means to close the sale of the item. You commission us to sell your items to the highest bidder unless an opening bid or a reserve has been established.
2. The seller guarantees that he/she is the true and lawful owner of the Goods that are consigned and that is free of encumbrance, liens and any and all legal claims Buyer held harmless from any adverse claims of goods sold on auction. The seller warrants that no person shall have legal claim against the buyer for the removal of the goods hereby and the seller warrants to indemnify and hold harmless the Buyer from any and all adverse claims arising from the sale of the goods. You shall reimburse Simplex Solutions LLC for any and all attorney’s fees and costs associated with defending any claim brought from your items.
3. You may not list items in which the possession or use of is illegal or the sale of which would not comply with any applicable law, rule or regulation. Simplex Solutions LLC reserves the right, in its sole discretion, to refuse to list any item at any time. Simplex Solutions LLC reserves the right, in its sole discretion, to withdraw any listing from the site or cancel any transaction that it deems to be suspicious or fraudulent in nature. Simplex Solutions LLC will cooperate with authorities to prosecute to the fullest extent of the law any seller engaged in fraudulent activities while selling items through our auctions.
4. Prior to any auction period, you shall deliver to Simplex Solutions LLC documents evidencing your title to the items, including the original Department of Motor Vehicle title, manufacture certificate of origin and any and all other documents required to transfer title of the items to any buyer, where ownership of the item or any part thereof is capable of being or required to be registered. Prior to delivery to us, you shall properly endorse these titles and documents either by your signature or a Power of Attorney as necessary to permit any buyer to register ownership of the items
5. Ownership Certification, Verification and Lien Searches. At the time of listing Equipment, Sellers are responsible and obligated to make full representation and disclosure of all liens, adverse claims and other title encumbrances and third party interests that may exist on their Equipment to Simplex Solutions LLC in writing. Further, the Seller unconditionally gives Simplex Solutions LLC authorization to contact and verify with their creditors all outstanding encumbrance balances that may affect or compromise the assignment of the item to a new Buyer.
6. Commission and Fees. For Simplex Solutions LLC services, which may include preparing the property for sale, describing the property, photographing the property, listing the property, communicating with prospective buyers about the property, closing the sale, accepting payments for the property, and shipping the property to the buyer at their expense, Consignor agrees that Simplex Solutions LLC shall automatically deduct agreed upon commissions owed from the final sale price of item(s) prior to issuing final payment to Consignor.
7. Insurance and Limitation of Liability. The Consignor shall be solely responsible for maintaining insurance on the property until the auction is concluded and the property is in the possession of the buyer. Simplex Solutions LLC shall not be liable in any way for damages, whether general, special, incidental or consequential, however caused, whether by loss, theft or damage, including negligence, arising out of consignment and /or sale of the property.
8. Responsibilities and Limitations of the Consignor. Along with the submission of the property, Consignor shall provide Simplex Solutions LLC with any and all information pertaining to the property which shall consist of all information about the property which may include, but not be limited to written descriptions, provenance, history, authorship, period, culture, source of origin, quality, rarity, existence of copyright or other proprietary or intellectual property rights pertaining thereto, condition/damage reports, estimates of value and reserves, and such other information as Simplex Solutions LLC may from time to time require of Consignor. Simplex Solutions LLC is not responsible for cleanliness and functional condition. Misrepresentation to conditions & description gives Simplex Solutions LLC authority to make adjustments of selling price at their discretion. Once the “Consignment Agreement” has been signed the seller will not and cannot remove items from the auction.
9. Method of Sale.
 - (a) Timing of Auction. Simplex Solutions LLC shall retain full control over the timing, method, location and type of auction to use in selling the property, including the use of reserves. Simplex Solutions LLC shall have complete discretion as to the date(s) of sale of the property and may at its discretion, display photos or descriptions of the property on other internet sites owned or operated by Simplex Solutions LLC, both during and after the sale of the property.
 - (b) Place of Auction. Simplex Solutions LLC may use any third party auction website or any website owned by Simplex Solutions LLC to market and sell the property. Simplex Solutions LLC may also sell the property to buyers it contacts directly if it thinks the best price is achieved in this manner, either before or after listing the property on any online auction website.
 - (c) Use of Consignor’s Name. Consignor’s name or designated business name as noted in the Agreement will not be disclosed by Simplex Solutions LLC to the successful buyer of the property. Consignor’s name will not be used to publicize a sale or a sale’s results.
 - (d) Completion of Sale. No Sale shall be considered complete until the buyer has made final and full payment to Simplex Solutions LLC in cash, credit card, cashiers or certified check. In the event that payment is made by approved personal check, the sale shall be considered complete after such check has cleared.
10. This agreement is governed by the Laws of the State of Michigan. Both parties agree that to the extent.

Consignor Name: _____

Consignor Signature: _____

Date: _____

Representative Name: _____

Representative Signature: _____

Date: _____